

APPENDIX A-3
IN THE COURT OF APPEAL OF THE STATE OF
WASHINGTON

DAVID MURESAN

Petitioner.

V

TRANSWORLD SYSTEMS

Respondent,

No.55269-4-1

ORDER DENYING
MOTION TO
MODIFY

FILED COURT OF APPEAL DIV #1 .

STATE OF WASHINGTON. 2005 APRIL 12 AM 8:56

DAVID MURESAN has moved to modify the commissioner's ruling denying discretionary review. We have considered the motion under RAP 17.7 and have determined that it should be denied.

Now, therefore, it is hereby

ORDERED that the motion to modify is denied.

Done this 12th day of April, 2005.

Signature (undecipherable)

Signature (undecipherable)

Signature (undecipherable)

APPENDIX A-4
IN THE COURT OF APPEAL OF THE STATE OF
WASHINGTON

| | | |
|--------------------|---|---------------|
| DAVID MURESAN |) | |
| |) | |
| Petitioner. |) | No.55269-4-1 |
| V |) | |
| |) | COMMISSIONER |
| TRANSWORLD SYSTEMS |) | RULLING |
| Respondent, |) | DENYING |
| |) | DISCRETIONARY |
| |) | REVIEW |

FILED COURT OF APPEAL DIV #1
STATE OF WASHINGTON. 2005 FEB 10 AM 8:50

David Muresan seeks discretionary review of the superior court decision on RALJ appeal affirming the trial court decision entering judgment for Transworld System, Inc. For the reason stated below, discretionary review is denied.

FACTS

In December 2000, Muresan signed a five-year contract with Prime West to advertise three adult family homes that Muresan operated. The annual price per ad was \$595, resulting in an annual fee of \$1,785. In 2002 Muresan's license for the homes were revoked. Muresan then contacted

Prime West, requesting cancellation of the advertising contract, and stop payments. Prime West assigned the collection to Transworld System, Ins. On the summary judgment the trial court entered judgment for Transworld in the amount of \$8,3666,20. This amount apparently represents four years of the annual fee ($\$1785 \times 4 = \$7,140.00$), plus interest, costs and fees.

Muresan appealed to the superior court, which affirmed. Muresan seeks discretionary review.

Discretionary Review Criteria.

Discretionary review of a superior court decision entered in a proceeding to review a decision of a court with limited jurisdiction (RALJ) will be accepted only:

1. If the decision of the superior court is in conflict with a decision of the Court of Appeal or the Supreme Court.

2. If a significant question of law under the Constitution of the State of Washington or of the United States is involved; or

3. If the decision involves an issue of public interest which should be determined by an appellate court; or

4. If the superior court has so far departed from the accepted and usual course of judicial proceedings, or so far sanctioned such a departure by the court of limited jurisdiction, as to call for review by the appellate court.

Decision.

Muresan has neither cited RAP 2.3 (d) nor argued for review under the criteria of the rule. Review could be denied on this basis alone. In any event, Muresan has not demonstrated a basis to grant review. Muresan challenges the validity of the underlying control on several grounds.: the contract had a unilateral no cancellation clause, barring cancellation by Muresan but allowing Prime West to cancel at its absolute discretion; Prime West pressured him to sign the contract quickly; and revocation of his license and closure of the homes made performance of the contract impossible.

Muresan also appears to challenge the amount of the judgment. He argues that only one year's fee was at issue because he had paid for one year and Prime West had cancelled three of the five years. But Transworld sought and obtained a judgment for four years. In support of his argument Muresan has attached to his brief a copy of a September 25, 2002 letter from Prime West stating that it had received two requests to cancel the advertising contract, that it had only received payment of \$1,785 for the first year, and it had already cancelled three of the five-year contract and declined to cancel it further. In its brief Transworld moves to strike this letter on the grounds that it was not before the trial court and that Muresan has made no showing to take additional evidence

on the review under RAP 9,11: At oral argument Muresan stated that the letter was before the superior court, but acknowledged it was not before the trial court.

Transworld's motion to strike is not properly raised in its response. See RAP 17.4(d). But the superior court in its appellate capacity was limited to considering only evidence called to the attention to the trial court. See RAP 9.1, RAP. 9. 12.

Moreover, discretionary review is warranted in only very limited circumstances. Muresan apparently raised the same arguments in the superior court, and the court rejected them. There is no basis for me to conclude that the superior court decision is in conflict with appellate decision, involves a significant question of constitutional law, involves an issue of public interest which should be determined by an appellate court, or is such a far departure from the usual proceedings as to call for discretionary review. RAP 2.3 (d)

Now, therefore, it is hereby

ORDERED that discretionary review is denied.

Done this 10th day of February, 2005.

Signature (undecipherable)
Court Commissioner.

APPENDIX A-5

SUPERIOR COURT OF THE STATE OF WASHINGTON

County of King

| | | |
|---------------|---|------------------|
| TRANSWORLD |) | Case No. |
| |) | |
| Plaintiff |) | 04-2-12468-9 SEA |
| V |) | |
| |) | ORDER ON |
| DAVID MURESAN |) | RALJ APPEAL |
| Defendant, |) | |
| |) | |

The above - entitled Court, having heard a RALJ Appeal from judgment of the District Court below, herein

IT IS HEREBY ORDERED that The Appellant/ Defendant's appeal is denied and the judgment below is affirmed.

DATED 11/14/2004

Signature (undecipherable)

Judge

Signature (undecipherable) #15225

SA Bernheim #15225

Signature(undecipherable)

Pro Se David Muresan

Order on A RALJ Appeal

05/()

APPENDIX A-6

KING COUNTY DISTRICT COURT WEST DIVISION
SEATTLE COURTHOUSE.

| | | |
|-----------------------------|---|-------------|
| TRANSWORLD SYSTEMS INC. |) | No. Y4-0263 |
| Plaintiff, |) | |
| V |) | |
| DAVID MURESAN and |) | ORDER |
| MARIA MURESAN |) | GRANTING |
| Husband and wife, dba DMMD. |) | SUMMARY |
| aka DMMD, ADULT FAMILY |) | JUDGMENT |
| HOME, |) | AGAINST |
| Defendant, |) | DEFENDANT. |

JUDGMENT SUMMARY

Judgment Creditor : Transworld System, Inc.
Judgment debtor : David Muresan and Maria Muresan
Husband and wife, dba DMMD aka
DMMD Adult Family Home.

| | |
|--|---------------------|
| Attorney for judgment Creditor | Stephan A. Bernheim |
| Principal amount | \$7,140.00 |
| Interest owed to Date of Judgment (12%) | \$1,145.53 |
| Court costs. | |
| Filing fee | \$41.00 |
| Service fee | \$25.00 |
| Statuary Attorney's Fee | \$125.00 |
| Total judgment as of May 24, 2004 | \$8,476.53 |
| Post judgment interest accrues at the rate of 12% per annum. | |

| | |
|-------------------|---|
| ORDER GRANTING | Stephan A. Bernheim Attorney of Law |
| SUMMARY JUDGMENT | 512 Bell Street Edmonds, WA 98020 |
| AGAINST DEFENDANT | Ph 425-712-8418. Fax 425-712-8418 |
| 0311-21-JSA | e-mail steve@stevebernheim.com |

ORDER

Plaintiff's Motion for Summary Judgment Against Defendants, David Muresan and Maria Muresan, husband and wife dba DMMD aka DMMD Adult family Home came on for hearing this date before the undersigned Judge of the above-entitled Court. Plaintiff appeared through its counsel of record; Defendant did/did not appear in person or through counsel, The Court, having reviewed the records and the files in this case, and having heard the statements of counsel and deeming itself fully advised; IT IS

ORDERED, ADJUDGED AND DECREED that Plaintiff is granted summary judgment against Defendants , David and Maria Muresan, husband and wife, dba DMMD aka DMMD Adult Family Home in the amount as hereinabove set in the Judgment Summary.

DONE IN OPEN COURT May 24, 2004

Signature (undecipherable)
Judge

Presented

Signature (undecipherable)
Stephen A. Bernheim, WSBA #15225

Judge

ORDER GRANTING
SUMMARY JUDGMENT
AGAINST DEFENDANT
0311-21-JSA

Stephan A. Bernheim Attorney of Law
512 Bell Street Edmonds, WA 98020
Ph 425-712-8418. Fax 425-712-8418
e-mail steve@stevebernheim.com

APPENDIX B-1

PRIME WEST Quality Targeted advertising.

Received Sep 30 2004 By (undecipherable)

63706-0129444546

September 25, 2005

Transworld Systems, Inc.

PO Box 1864

Santa Rosa, CA 95402-1864

Dear Sir:

In the past few weeks, Prime West received two letters mailed directly to us from DMMD Adult Family Home Care and Mr. And Mrs. David Muresan of Seattle, WA regarding their Contract dated December 19, 2000 (copies are enclosed)

This is our reply:

We only received payments o. \$1785 for the first year of a firm five year agreement.

In good faith, we wrote a letter on July 24, 2002, canceling the last three years of the five year contract. We even allowed the \$1785 payment for the second year which began Feb 1, 2002 to be made in three \$595 payments (Aug 15, 2002, Sept 15, 2002 and Oct 15, 2002).

We have in good faith, maintained the ads in the contracted locations.

No payment were received, but on Sept 13, we received a letter from Mr. Muresan enclosing copies from the Dept of Social and Health Services with a stop placement of admission and Revocation of License on one of the two houses. He requested a total cancellation of our contract.

We will not cancel three years of the five year contract because:

1. We already canceled three years of the five years contract,
2. His three ads have been up for nine months without any payment.
3. His Revocation of License is for only one of his two foster care homes and an appeal is in place.

If the first of the \$595 payment is not in our office by Oct 15, 2002, with two more payments on Nov 15, and Dec 15, we will be forced to send him to "Hard Collections".

Sincerely Signature (undecipherable)
John J. Ruhlman, President (enclosures)

APPENDIX B-2

PRIME WEST Quality Targeted advertising. Since 1987.
Corporate Office +High Way 99 South PO Box 2609 Mount
Vernon WA 98273-7609 Ph. 360-424-5783 Fax. 360-428-
7658

ADVERTISING ORDER AGREEMENT.

Contract #12944 annual price per ad \$595, No of ads
3, Total annual price \$1785, Tax 0, Total Annual cost. \$1785,
first invoice Feb 1st 2001.

Name of Authorizing Person, David Muresan Title Owner

Name of Company, DMMD Adult Family Home

Address. 18210 30th Ave NE Lake Forest Park WA 98155

Phone(Area Code) 206-367-0818 Fax 206-367-0818.

Board name and Location. SO County SR Edmonds, Shoreline
SR, Greenwood SR.

Above named Advertiser agrees to purchase "mini-
billboard" advertising, each advertisement being 11' x 8 1/2 in
size on the News and information Center(s) placed by Prime
West, Incorporation the above named location for a period of
Five (5) years, commencing on or about ASAP, 2000.

The amount due to Prime West per location per year is
\$595.00. Prime West may charge past due accounts 1,5% per

month on unpaid balances. If any Center is not installed, or is removed from its location for any reason, Prime West shall promptly refund the unearned portion of the advertising fee for the Center.

ADVERTISER'S INDEMNITY. Advertiser warrants that s/he is authorized and entitled to advertise the business or products represented in the advertising copy furnished, and the Advertiser hereby guarantees and warrants the truth of all claims and statements made in the printing and publication submitted. Advertiser agrees to indemnify and hold harmless the Corporation against all claims, damages, demands, or liability whatsoever arising out of, or in any way caused by or connected with, the printing or publication of the advertising copy furnished by Advertiser.

CONTENT OF ADVERTISEMENT, Prime West shall have the right in its absolute discretion, to cancel any Agreement and refund any unearned payment, Also Prime West may omit or delete any part of the advertising copy submitted which, in its opinion, violates company ethical or moral standards. Some examples of unacceptable material include, but not limited to: a), b), c), d),e), f) .

ACKNOWLEDGMENTS. Advertiser acknowledges upon of signing that contract that:

- a) the contract may not be canceled;
- b) this contract contains a full and complete explanation of terms;
- c) s/he has read this contract and has not relied upon any promise, statement, or representation other than as contained herein and hereby acknowledges receipt of a copy of this contract.

Advertiser DMMD=AFH By David Muresan Title
Owner, Print name David Muresan date _____

Prime West Incorporated, By Paul Saymond

Date 12-19-00

WHITE: Office Copy, YELLOW: Sale Rep Copy

PINK Customer Copy.

APPENDIX C-1

DMMD Adult Family Home Care, 18204 30th Ave NE Seattle
WA 98155 Ph and Fax 206-367-0818

To: Prime West, Fax 360-428-0818

From David Muresan , Ph and Fax 206-367-0818

About the attached contract.

Due to a difficult financial situation I wish not to
continue that contract, beginning with first of February 2002. I
understand that is a statement saying that no cancellation is
allowed but I really cannot pay.

If my financial situation will get improved in the future
I will continue, because such an ad cannot bring me
popularity, even is not bringing me clients as it happened.

Today 1-14-2002.

David Muresan

Signature (undecipherable)

APPENDIX C-2

DMMD Adult Family Home Care, 18204 30th Ave NE Seattle
WA 98155 Ph and Fax 206-367-0818

To: Prime West,

Here is my license revocation proof.

I cannot accept any residents in my Adult Family Home.

Your ad in those Senior Centers are no longer making any sense.

Please cancel the contract we had, beginning with January 2002, when the Stop placement and License revocation took place.

To: Transmittal Agency.

Today 9-13-02. David Muresan

Signature (undecipherable)

APPENDIX C-3
STATE OF WASHINGTON
DEPARTEMENT OF SOCIAL AND HEALTH SERVICES
AGING AND ADULT SERVICES ADMINISTRATION
POBOX. 456000. OLYMPIA, WA 98504-5600

April 29, 2002

Certified mail #7000 0520 0024 5670 0822

AMENDED NOTICE

David and Maria Muresan

DMMD-1, 18204 30th Ave NE Seattle Wa 98155

License #524000 / SSPS # 644787

STOP PLACEMENT OF ADMMISSION AND
REVOCATION OF LICENSE

Dear Mr. and Mrs. Muresan:

This letter constitute formal notice of *an amended-stop* placement of admission and the revocation of the adult family home license for your adult family home located at 18204 30th Ave NE Seattle Washington.....

Sincerely Signature (undecipherable)
Joyce Pashley Stockwell, Assistant director RCS.

APPENDIX C-4
STATE OF WASHINGTON
DEPARTEMENT OF SOCIAL AND HEALTH SERVICES
AGING AND ADULT SERVICES ADMINISTRATION
POBOX. 456000. OLYMPIA, WA 98504-5600

July 8, 2003

Certified mail #7000 0520 0024 5682 2166

AMENDED NOTICE

David and Maria Muresan

DMMD-1, 18210 30th Ave NE Seattle WA 98155

License #~~390100~~ / SSPS # 170997

**NOTICE OF SUMMARY SUSPENTION, LICENSE
REVOCATION AND STOP PLACEMENT ORDED
PROHIBITING ADMISSIONS.**

Dear Mr. Muresan.

This letter constitutes formal amended notice of the summary suspension and license revocation of the of the adult family home license for your adult family home, also known as DMMD, located at 18210 30th Ave NE Seattle Washington

.....

Sincerely Signature (undecipherable)
Joyce Pashley Stockwell, Assistant director RCS.

APPENDIX D-1

(Certification by the Senior Center that the ad was not made
within the very first year, on 2-7-02)

This Ad (reverse side) is not posted at the Greenwood
Senior Center.

Dated 2-7-2002

Rondy Brians Ast,
Director Greenwood Senior Center Ph. 206-297-0875

(Reverse side was the Picture with the ad to be posted)

APPENDIX D-2

(Certification by the Senior Center that the ad was not made
within the contract period, on 4-27-04.

The board did not post our ad)

This is a picture of The Beard at Shoreline Senior Center.

Dated 4-27-04

Bob Lohmeyer Director.

APPENDIX D-3

(Certification by the Senior Center that the ad was not made
within the contract period, on 5-6-04.

The board did not post our ad)

This is an accurate picture of Board at South County Senior
Center.

Dated May-6-2004

Sincerely Signature (undecipherable)
Executive Director

To my question, Do you see today this picture on this board?

The executive Director, Farrey Fleming answered NO.

APPENDIX D-4

(District Court transcript, page 3)

Muresan v. Transworld system, Case No 04-2-12468-9SEA
Transcript of Transworld v. Muresan, Cause Y4-263, May 24,
2004 Hearing.

page3

1 in all those three nurse- uh, senior center, my ad not posted
and I have proof of that, 2 signed by the proper authority. In
all three. First one I found within the first year when was paid.
3 One month before end of that year I found was not there
and I put those paper 4 signed by the director of those nursing
senior center.

5 Court: But the remedy is to sue for breach of
contract, not to quit paying.

6 Mr. Muresan: What?

7 Court: Your remedy would be to sue them for breach
of contract, 8 not to quit paying. By you stopping payments
and no longer paying, you're the one now who's-

9 Mr. Muresan; I stopped payments because I had a
license revoked.

10 Court: And that's why they are entitled to sue for
your breach of 11 contract.

12 Mr. Muresan. Yeah. They-

13 Court: Which is what they're—which is what
they've done.

14 Mr. Muresan: Yeah. But how I pay if they did not put the contract and I 15 lost both, uh, licenses for homes in Seattle area. Which for me appeared to have a 16 possibility to renegotiate. I offered them to renegotiate the contract and I offered even now 17 if they wish. And to be specific on each point. But they refuse to communicate with me 18 at all.

19 Court: And Mr. Bernheim-

20 Mr. Bernheim: Yes, actually the-the contract period expired. It went -21 goes from the first of February. It begins the first of February and it ends the end of 22 January. It doesn't go February at the beginning and February at the end. And, uh, so 23 the reason why the advertising was withdrawn was because the payment were not made.

24 Court: Well.

25 Mr. Bernheim: And there's no question about any of that

Wanamaker Ent. *1036 NE 190 St.*Shoreline WA 98155*
206-417-7095.

Dated Sept 30,2005 **David Muresan, (Appellant)**
18204 30th AVE NE
Seattle, Washington, 98155,
Ph # 206 - 367 - 0818

